



PLM INTERNATIONAL, INC.

RECORDATION NO. 16143-C FILED 1425

JUL 24 1989 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

655 Montgomery Street
Twelfth Floor
San Francisco, CA 94111

415/989-1860
Telex 34430

July 18, 1989

9-205A011

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of an Assignment and Assumption Agreement, dated as of June 30, 1989 between PLM Transportation Equipment Corporation, as Assignor, and PLM Equipment Growth Fund IV, as Assignee, which Assignment and Assumption Agreement is a secondary document as defined in the Commission's Rules for the Recordation of Documents. The primary document to which this is connected is recorded under Recordation No. 16143.

The names and addresses of the parties to the enclosed document are:

Assignor: PLM Transportation Equipment Corporation
655 Montgomery Street
Suite 1200
San Francisco, CA 94111

Assignee: PLM Equipment Growth Fund IV
c/o PLM Financial Services, Inc.
655 Montgomery Street
Suite 1200
San Francisco, CA 94111

JUL 24 11 59 AM '89
PHOTOGRAPHY UNIT

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit B to the Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$13.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return the stamped original executed copy and two stamped photostatic copies of the enclosed document and a stamped photostatic copy of this letter to Charles S. Wassell, PLM International, Inc., 655 Montgomery Street, San Francisco, CA 94111.


Ms. Noreta R. McGee
July 18, 1989
Page Two

Following is a short summary of the enclosed document:

Assignment and Assumption Agreement, dated as of
June 30, 1989, between PLM Transportation Equipment
Corporation and PLM Equipment Growth Fund IV, with
respect to the railroad equipment described in
Exhibit B thereto.

Please feel free to call me with any questions which you may have concerning
the above.

Sincerely,



Charles S. Wassell
Assistant General Counsel

CSW:cd
Enclosure
071889-93



PLM INTERNATIONAL, INC.

9-205A012

655 Montgomery Street
Twelfth Floor
San Francisco, CA 94111

415/989-1860
Telex 34430

July 18, 1989

16143-D
RECORDATION NO. FILED 16143

JUL 24 1989 -12 05 PM

INTERSTATE COMMERCE COMMISSION

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Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

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655 Montgomery Street
Suite 1200
San Francisco, CA 94111

Assignee: PLM Equipment Growth Fund IV
c/o PLM Financial Services, Inc.
655 Montgomery Street
Suite 1200
San Francisco, CA 94111

NOTICE OPERATING UNIT
JUL 24 11 59 AM '89

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respect to the railroad equipment described in
Exhibit B thereto.

Please feel free to call me with any questions which you may have concerning
the above.

Sincerely,

A handwritten signature in cursive script, appearing to read "C. Wassell".

Charles S. Wassell
Assistant General Counsel

CSW:cd
Enclosure
071889-93

JUL 24 1989 - 12 05 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT **INTERSTATE COMMERCE COMMISSION**

This Assignment and Assumption Agreement (the "Assignment") is made as of this 30th day of June, 1989, by and between PLM Transportation Equipment Corporation ("Assignor"), and PLM Equipment Growth Fund IV ("Assignee").

WHEREAS, pursuant to an Assignment and Assumption of Lease Agreement dated as of May 3, 1989, Assignor acquired its ownership interest in 450 railcars, identified in Exhibit A hereto (the "Equipment"), and the lease of such Equipment under the Lease dated May 14, 1975 between The Detroit Edison Company (the "Lessee"), and the predecessor in interest to Assignor, as amended, (the "Lease Agreement"); and,

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to assume all of Assignor's right, title, interest, duties, obligations and liabilities in the portion of the Equipment set forth in Exhibit B hereto (the "Partial Equipment"), and, in the Lease Agreement, but only to the extent the Lease Agreement pertains specifically to the Partial Equipment.

NOW, THEREFORE, the parties hereby warrant, represent, and agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee and its successors and assigns, all of its right, title, interests, duties, obligations and liabilities in and to the Partial Equipment and the Lease Agreement with respect to the Partial Equipment, and all payments due and to become due thereunder (the "Interests").

2. Assignee hereby accepts the foregoing assignment of the Interests and agrees to assume and perform all of the duties and obligations to be performed by Assignor under the Lease Agreement with respect to the Partial Equipment to the same extent as if Assignee had been the original party thereto.

3. Assignee agrees to pay on demand to Assignor the sum of \$4,800,854.50 plus an Acquisition Fee, a Lease Negotiation Fee, and Acquisition Expenses, as those terms are defined in the Prospectus of PLM Equipment Growth Fund IV dated May 23, 1989, earned or incurred with respect to the purchase of the Partial Equipment.

4. Assignor warrants that the Lease Agreement and all related instruments are genuine and enforceable, all statements therein contained are true, the Partial Equipment has been delivered to the Lessee in a condition satisfactory to the Lessee, and to date, Assignor has complied with all warranties and other obligations owed to the Lessee.

5. Assignor represents and warrants that it is the owner of all of the Interests, that the Interests are transferred free and clear of all security interests, liens and encumbrances, other than the Lease Agreement, and that the Partial Equipment is in the same condition as when purchased by Assignor, ordinary wear and tear excepted. Assignor hereby agrees to indemnify and hold Assignee, and its successors and assigns, harmless from and against a breach of any of the foregoing representations, warranties, covenants and agreements and from and against any loss, liability or expense, including court costs and reasonable attorneys' fees, incurred by Assignee, and its successors and assigns, arising out of or incident to the operation or ownership of the Interests prior to the date hereof, or any state of facts that existed at or prior to the date hereof or arising hereafter by reason of operative facts existing at or prior to the date hereof.

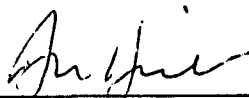
(This space intentionally left blank.)

6. Except as modified herein, the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this document as of the date first written above.

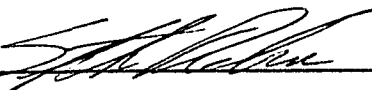
PLM EQUIPMENT GROWTH FUND IV
By: PLM Financial Services, Inc.,
its general partner

Date: _____

By: 

Its: PLS

PLM TRANSPORTATION EQUIPMENT CORPORATION

By: 

Its: VP

LEG-930Q

EXHIBIT A

Description of Railcars:

450 Pullman - standard 100 ton all steel high side fixed end gondolas, 4,000 cubic foot capacity

Road Numbers:

All DEEX

6106-6113

6115-6134

6136-6137

6139-6149

6151-6153

6155-6162

6164-6199

6201-6219

6221-6254

6256-6268

6270,

6272-6273

6276-6292

6294-6297

6299-6302

6305-6310

6312-6321

6323

6325-6340

6342-6358

6360-6366

6368-6374

6376-6393

6395-6403

6405-6427

6430-6445

6447-6460

6462-6477

6479-6498

6500-6502

6504-6510

6512-6518

6520-6524

6527-6530

6533-6545

6547-6554

6556-6560

6562-6565

6567-6574

6576-6582

6584-6593

8001-8007

EXHIBIT B

Description of Railcars:

225 Pullman - standard 53'1"
100 ton all steel high side
fixed end gondolas, 4,000
cubic foot capacity

Road Numbers:

All DEEX

6352-6358
6360-6366
6368-6374
6376-6393
6395-6403
6405-6427
6430-6445
6447-6460
6462-6477
6479-6498
6500-6502
6504-6510
6512-6518
6520-6524
6527-6530
6533-6545
6547-6554
6556-6560
6562-6565
6567-6574
6576-6582
6584-6593
8001-8007

LEG-930Q